

20895. Misbranding of compound syrup of tolu. U. S. v. 132 Bottles of Compound Syrup of Tolu. Default decree of condemnation, forfeiture, and destruction. (F. & D. no. 29947. Sample no. 7861-A.)

Examination of the drug preparation, compound syrup of tolu, disclosed that it contained no ingredient or combination of ingredients capable of producing certain curative and therapeutic effects claimed on the bottle and carton labels; also that the article contained alcohol and that the label failed to declare the presence of the alcohol.

On March 20, 1933, the United States attorney for the District of Puerto Rico, acting upon a report by the Secretary of Agriculture, filed in the district court of the United States a libel praying seizure and condemnation of 132 bottles of the said compound syrup of tolu, that was being offered for sale at San Juan, P.R., alleging that the article was in possession of Serra, Garabis & Co., Inc., San Juan, P.R., and that it was misbranded in violation of the Food and Drugs Act as amended. The article was labeled in part: (Translation from Spanish) "Compound Syrup of Tolu * * * The Flar Medicine Co. Porto Rico."

Analysis of a sample of the article by this Department showed that it consisted essentially of tolu, sodium benzoate, alcohol (1.4 percent), sugar, and water.

It was alleged in the libel that the article was misbranded in that the package failed to bear a statement on the label of the quantity or proportion of alcohol contained in the article. Misbranding was alleged for the further reason that the following statements regarding its curative or therapeutic effects were false and fraudulent: (Bottle) "Indicated in the Sub-Acute and Chronic Inflammations of the Respiratory Tract. Stimulant"; (carton) "For the Treatment of the Respiratory Tract."

On April 6, 1933, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be destroyed by the United States marshal.

R. G. TUGWELL, *Acting Secretary of Agriculture.*

20896. Misbranding of Save-The-Horse treatment. U. S. v. 97 Bottles of Save-The-Horse Treatment. Default decree of condemnation, forfeiture, and destruction. (F. & D. no. 29903. Sample no. 27993-A.)

Examination of the drug preparation, Save-The-Horse treatment, disclosed that it contained no ingredient or combination of ingredients capable of producing certain curative and therapeutic effects claimed in the bottle label, carton, circular, and booklet shipped with the article.

On March 7, 1933, the United States attorney for the Northern District of California, acting upon a report by the Secretary of Agriculture, filed in the district court of the United States a libel praying seizure and condemnation of 97 bottles of Save-The-Horse treatment at San Francisco, Calif., alleging that the article had been shipped in part on or about August 12, 1932, and in part on or about November 15, 1932, by the Troy Chemical Co., Inc., from Binghamton, N.Y., to San Francisco, Calif., and charging misbranding in violation of the Food and Drugs Act as amended.

Analysis of a sample of the article by this Department showed that it consisted essentially of volatile oils, such as turpentine oil and tar oil (72 percent by volume), a trace of an iodine compound, and alcohol (15 percent), by volume.

It was alleged in the libel that the article was misbranded in that the following statements regarding its curative and therapeutic effects, appearing on the bottle and carton labels and in the circular and booklet, were false and fraudulent: (Bottle) "Save-The-Horse [cut showing diseased condition of horses' legs] For Lameness In Cases Of Bone Spavin, Ringbone (Except Low Ringbone) Splint, Windpuff * * * and bandage only in such specific cases as are described in Book of Directions which accompanies each bottle"; (carton) "Save-The-Horse Treatment * * * Lameness in cases of established Bone Spavin Splint Ringbone (except low ringbone) Lameness and enlargement of Bog Spavin * * * Thoroughpin [cut showing diseased conditions of horses' legs] Capped Hock, Wind Puff; * * * Bowed Tendon; Shoulder, Hip, and Certain Foot and Other Lameness * * * around the enlargements and all parts that are affected. * * * The potency of Save-The-Horse lies in its concentrated penetrating, absorbing properties. * * * Save-The-Horse has unusual penetrating, absorbing properties"; (circular) "Save-The-Horse Treatment * * * Savoss—coined from the name Save-The-Horse * * * The famous old formula for Save-The-Horse Treatment * * * Many prominent and successful Veterinarians and scores of reputable dairymen are now

extensively using this treatment as an aid for cows in such cases as caked udder, in connection with garget or congestion, when such conditions are of a reducible nature and amenable to external treatment. * * * In case of considerable inflammation and fever, when required, first apply ice or cold water packs; or, hose or shower the udder. The longer this is kept up the better. Afterwards thoroughly dry and apply Savoss as above directed. It may be used also for injuries to the stifle which so unexpectedly happen to cows, often from unknown causes. For Humans Also: Thousands have used it successfully for relief of pain from bunions; for unbroken Varicose Veins; for soft and hard enlargements, that are of a reducible nature; for * * * 'House-Maids-Knee,' * * * and disablenents"; ("Guarantee-Contract") "Save-The-Horse Treatment Guarantee—Contract * * * Troy Chemical Co., Inc., of Binghamton, N.Y., U.S.A. herewith contracts with Mr. ----- * * * to refund to him the full price of Save-The-Horse to treat a case of ----- on horse * * * in the event that treatment should fail, providing he uses the number of bottles of 'Save-The-Horse Treatment' the case he is treating requires, as specified on the other side of this Guarantee-Contract. Troy Chemical Co., Inc. F. O. Van Der Kar Send in Purchaser's Acknowledgment Attached to Make Contract Valid. * * * Even though you know the power of this remedy and are positive it will cure your horse, the Purchaser's Acknowledgment on file at our office is a safeguard for you * * * Class One—One bottle of Save-The-Horse is required for any one case of Bone, Bog or Blood Spavin, * * * Splint, Sidebone, Capped Hock, Shoe-Boil, Acute Cellulitis (inflammation of the cellular tissue), Thrush, Gravel, Corns, Contracted Hoof, Founder, Quittor, Fistula, Poll-Evil; also high Ringbone, * * * Class Two—Two bottles of Save-The-Horse are required for any one case of Thoropin in combination with Bog Spavin; Wind Puff; Seriously Injured, Filled, Bowed or 'Sprung' Tendon or Ligament; Enlarged * * * Ankle; Shoulder, Hip or Stifle Lameness, including displacement of stifle of colts. * * * Special Cases—For all Special Cases, not covered in Classes One or Two, full particulars and the history of the case are first required. These include such ailments as Sprung Knee, Cocked Ankle, Rope-Burn, Displacement of Stifle, Open Joint, Sweeney, Lymphangitis, Low Ringbone, Wire Cuts, certain kinds of Kicks and Nail Punctures, use of the Remedy to locate Lameness, etc. For most of these conditions, we will give a Special arrangement, when supplied with the facts in the case, and also give full directions for the use of Save-The-Horse. * * * Purchaser's Acknowledgement Of Contract * * * I agree to fulfill to the best of my ability my part of the contract by applying the remedy faithfully as directed on Label on bottle, using the number of bottles on this case as is required in Class ----- in the Guarantee, and if after using this number of bottles a cure is not effected, I will promptly notify said Company, and will furnish satisfactory evidence of such failure, and it will then be my right to demand and receive back the full amount I paid for Save-The-Horse Treatment"; (booklet) "In cases of established growths such as Bone Spavin and Ringbone, * * * If, after two or three courses, Save-The-Horse does not take hold, making a scurf, each first course may be extended to 10 or 12 days * * * One great advantage and economy in using Save-The-Horse is that, while under treatment, the horse may be given consistent exercise or work. * * * Bone and Blind Spavin Lameness * * * Thoroughpin * * * Capped Hock * * * Wind-Puff or Wind-Gall * * * Enlarged and Injured Ankle or Fetlock * * * Cocked Ankle Or Knuckling * * * Congestion or 'Stocking' * * * Pus or Abscess * * * Shoulder Lameness * * * 'Sweeney' * * * Thickened Glands * * * Poll Evil * * * Fistulous Withers * * * Thistlelo * * * Shoe Boil or Capped Elbow * * * Hip and Whirlbone Lameness * * * Stifle Lameness * * * 'Slipping', 'Luxation' of Stifle * * * Enlarged, Capped and Injured Knee * * * Sprung Knee * * * Splint * * * Ringbone or 'Cling-Fast', and 'Osslets' * * * Side-Bone * * * 'Blood Wart' * * * Hoof-Bound and Founder or Laminitis * * * Nail Wound in Hoof * * * 'Open Joint' * * * Rheumatism * * * 'Filled' Tendon * * * Bowed Tendon and * * * 'Bucked' or Sore Shin * * * Thickened Tendon * * * Contracted Tendon * * * as an absorbent."

On April 27, 1933, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be destroyed by the United States marshal.

R. G. TUGWELL, *Acting Secretary of Agriculture.*